

PRIVACY POLICY & TERMS AND CONDITIONS

1. AGREEMENT

PalCare ("PalCare", "Pal.care", "PalCare Pty Ltd", "we", "us", "our") provides its website, PalCare clinical information management system, or App/s at <https://pal.care> and/or any other domain names owned by PalCare ("App") to you ("you", "your", "User") subject to this Privacy Policy and Terms and Conditions ("Agreement").

By your continued use of the website, PalCare clinical information management system, or App/s you are deemed to agree to and accept the terms of this Agreement.

If you do not agree to the terms of this Agreement you should not continue to use this website, PalCare clinical information management system, or App/s.

2. PRIVACY POLICY

PalCare is committed to protecting your privacy. We comply with the National Privacy Principles and all other relevant Australian legislation.

PalCare may collect anonymous information about your usage of the App such as your IP Address and the pages you visit. We may also collect any personal information you choose to provide to us via the "Contact Us" page. We may send HTML-based emails to you from time to time and track whether you choose to open these emails. This information is collected primarily to improve your visit to the website, PalCare clinical information management system, or App/s and to optimize your viewing experience.

We may use any email addresses provided by you to us via the "Contact Us" page or by any other means to send updates and news regarding PalCare or the website, PalCare clinical information management system, or App/s. You may choose not to receive communications of this type by "opting out" at the bottom of any such email communication.

We may use cookies to store information about your visits to the website, PalCare clinical information management system, or App/s, which allows us to improve your viewing experience. Cookies are stored on your machine but do not identify you or give us any information other than what you choose to provide us with. We do not link any information we store in cookies to any personally identifiable information that you may send to us via the "Contact Us" page. You may be able to configure your browser and/or firewall to reject these cookies, however your use of the website, PalCare clinical information management system, or App/s may be hampered if you choose to do so.

We may provide links to other websites on our website, PalCare clinical information management system, or App/s. We are not responsible for the privacy policy and/or practices of those third party websites and do not endorse the content or opinions expressed therein. You should be sure to read the privacy policy of any third party website you choose to access.

We use reasonable measures to ensure that any information collected by us is kept private however we cannot guarantee the security of such information despite such efforts.

Other than as provided in this Agreement, we will not disclose any personal information to any Third Parties without your consent unless we are required to do so by law or to enforce the terms of this Agreement or in the event of the sale of PalCare to any third party.

3. USE OF THE APP

This website, PalCare clinical information management system, or App/s is for your personal, non-commercial use only. You are strictly prohibited from the following:

- a) downloading, copying, altering, modifying, distributing, adapting, modifying and/or re-transmitting any or all of the content on the App without our written consent;
- b) using the website, PalCare clinical information management system, or App/s or content therein for any commercial use

4. INTELLECTUAL PROPERTY

We either own or have a valid licence to use all intellectual property included on this website, PalCare clinical information management system, or App/s, including, but not limited to registered and unregistered trade marks, graphics, logos, text, images, audio, video clips, software, data compilations, button icons and digital downloads.

Nothing contained herein grants you any licence or any right to use, in any way, any of the intellectual property included on the website, PalCare clinical information management system, or App/s without our prior written consent.

5. TERMINATION

We reserve the right, in our sole discretion and without cause, to restrict or terminate your access to the website, PalCare clinical information management system, or App/s, without prior notice to you and without incurring any liability.

6. DISCLAIMERS

Third Party Apps

The website, PalCare clinical information management system, or App/s may contain links to third party websites. We do not monitor such websites, are not responsible for the material and content included on them and are not responsible for any potential damage arising out of or in connection with your use of such links. Any User access to third party websites at their own risk.

Use of the App and Technical Issues

Despite our best efforts, we make no warranties that our website, PalCare clinical information management system, or App/s is free from infection by computer viruses or other contamination.

Under no circumstances shall we be liable for any loss or damage, including personal injury or death, resulting from use of our website, PalCare clinical information management system, or App/s or from the conduct of any other Users on the website, PalCare clinical

information management system, or App/s. The website, PalCare clinical information management system, or App/s is provided "as is" and "as available" and we expressly disclaim any warranty of fitness for any particular purpose or non-infringement.

Territory

Our website, PalCare clinical information management system, or App/s is controlled, hosted and offered from its facilities in Australia. We make no representations as to the availability or appropriateness of the website, PalCare clinical information management system, or App/s for use from other territories. Any access from other territories is at the User's own risk and the User is responsible for compliance with any local laws.

Limitation of Liability

EXCEPT FOR ANY LIABILITY THAT BY LAW CANNOT BE EXCLUDED, UNDER NO CIRCUMSTANCES WILL PALCARE, ITS DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS ACCEPT LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, COST (INCLUDING, BUT NOT LIMITED TO LEGAL COSTS) WHATSOEVER RESULTING FROM ANY USE OR ACCESS OR INABILITY TO USE OR ACCESS THE WEBSITE, PALCARE CLINICAL INFORMATION MANAGEMENT SYSTEM, OR APP/S.

YOU INDEMNIFY AND AGREE TO KEEP HARMLESS PALCARE AND ITS DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS IN RESPECT OF ANY CLAIM, PROCEEDINGS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO LEGAL EXPENSES) ARISING OUT OF ANY BREACH BY YOU OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION IN PERFORMING YOUR OBLIGATIONS UNDER THIS AGREEMENT OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY.

7. GENERAL

a) This Agreement is governed in accordance with the laws of Victoria, Australia and you agree to submit to the non-exclusive jurisdiction of the state of VIC, Australia.

b) Any failure of ours to exercise or enforce any right or provision in this Agreement does not constitute a waiver of that right or provisions.

c) This Agreement constitutes the entire agreement between the User and PalCare in relation to any use of the website, PalCare clinical information management system, or App/s.

d) The terms of this Agreement may not be assigned by you but may be assigned by PalCare without restriction.

e) If any part of this Agreement is found to be invalid or of no force or effect under any applicable laws, the Agreement shall be interpreted as though such part had not been inserted and the rest of the Agreement shall retain its full force and effect.

f) PalCare reserves its right to amend the terms of this Agreement from time to time. Your continued use of the website, PalCare clinical information management system, or App/s following such amendments constitutes your acceptance of such revised terms.